

General Terms and Conditions of Aixcon PowerSystems GmbH

1. Scope of Agreement

These terms and conditions will apply to all business between the Purchaser and Supplier, including but not limited to services, deliveries and payments. Any prior terms and conditions terms are specifically revoked and declared invalid. All deliveries, services, payments and offers are governed by the following conditions. Non verbal agreements or amendments to these terms and conditions shall be deemed invalid unless agreed to and confirmed by written agreement between Purchaser and Supplier. Any deviation from the delivery terms stated herein is invalid without the Supplier's express written agreement.

These terms and conditions are considered agreed to and accepted upon receipt by Aixcon PowerSystems GmbH of Purchaser's order confirmation.

2. General provisions

These general terms and conditions ("GTC") shall apply and exclusively govern all legal relationships between Supplier and Purchaser in connection with all deliveries and/or services of the Supplier. Any other terms and conditions requested or demanded by Purchaser are invalid without the express written consent of Supplier. The contract between the parties for products and/or services shall be determined by mutual agreement of Supplier and Purchaser and validated only by written agreement.

3. Offers and contract

- a. Suppliers offers are to be considered non-binding.
- b. Contracts between Purchaser and Supplier are only valid when reduced to writing and executed by all parties. Supplier reserves the right to make minor adjustments, not to exceed 10%, to its information about weights and measures as circumstances require. Supplier reserves the right to modify specifications of the product as circumstances may require.
- c. Drawings, illustrations, dimensions and other technical specifications in Supplier's product and services catalogs, brochures and illustrative material are non-binding. Supplier's products and services described in those materials are intended for illustrative purposes only and no features described therein are guaranteed.

4. Prices, terms of payment and compensation

- a. The prices are ex works (EXW) excluding packaging plus applicable value added tax (VAT).
- b. If Supplier agrees to perform or complete installation or assembly of products supplied to Purchaser, the Purchaser shall pay all necessary ancillary costs (e.g. travel and transport costs) in addition to the agreed remuneration for these services. Billing shall be based on Supplier's terms of service and hourly rates.
- c. Purchaser's transfer or deposit fee payments shall be made to the financial institution(s) designated by Supplier.
- d. Purchaser shall not reduce payment of the contractually stated price without Supplier's consent.
- e. Unless otherwise agreed to in writing, Purchaser shall pay Supplier's invoices within 10 days with a 2% discount or within 30 days after invoicing without a discount. Purchaser's payments will be deemed in default if payment has not been made by the 31st day after Supplier's invoice is issued. Interest will accrue at the rate of 8% above the European base interest rate at the time of delivery. In addition, Supplier reserves its right to claims of further damages due to Purchaser's delays in payments.

5. Retention of title

- a. It is expressly agreed that all products contemplated by the contract shall remain the property of Supplier until the fulfillment of the terms of that contract.

- b. Prior to the final completion of the contract between the parties, Purchaser shall not pledge the delivered goods or otherwise use them as security or encumber them by lien of any sort or transfer title to the products unless Supplier gives its written consent.
- c. In the event of seizures, levies or other injunctions or interventions by third parties, the Purchaser must notify the Supplier immediately.
- d. In the event of a breach of contract by the Purchaser, particularly in the case of a default of payment, the Supplier shall be entitled to rescind the contract, at its discretion, within five business days of notice of the default. In the event of rescission of the contract, Supplier reserves all claims it may have against Purchaser for damages and expenses caused by the delay. The rescission or assertion of the retention of title, or the seizure of the reserved goods by Supplier, does not constitute a withdrawal from the contract, unless Supplier has expressly provided written notice to Purchaser.

6. Deadlines for deliveries; delay

- a. Supplier's adherence to delivery deadlines specified in its contract with Purchaser is predicated upon the timely receipt of all documents to be supplied by the Purchaser (e.g. necessary governmental permits, releases, other required documentation, as well as Purchaser's compliance with the agreed terms of payment and other obligations. If Purchaser does not timely fulfill its contractual obligations, the deadlines for Supplier's performance of its contractual obligations will be extended accordingly.
- b. If non-compliance with deadlines specified by the contract between Purchaser and Supplier is due to:
 - force majeure, e.g. Mobilization, war, acts of terror, riots, or similar events (e.g. strike, lockout);
 - viruses and other attacks by third parties on the IT system of the Supplier, insofar as these were carried out despite the usual care taken in protective measures,
 - obstacles due to German, US and other applicable national, EU or international regulations of foreign trade law or due to other circumstances for which the Supplier is not responsible; or
 - late or improper deliveries of goods or services to the Supplier,the contractual deadlines shall be appropriately extended.
- c. In the event of delays in the performance of the contract caused by Supplier, Purchaser agrees that its claims for related damages shall be limited to an amount of 0.5% of the price of those products for each week of delay, not to exceed a maximum of 5% of that price.
- d. Purchaser's claims in excess of the limits stated immediately above in sub-section "c." are excluded in all cases of delay caused by third parties, even after expiration of a delivery period set forth by Supplier. This exclusion shall not apply in cases of Supplier's intentional delay, gross negligence or injury to life, limb or health. In the event of delays in delivery caused by Supplier, Purchaser can only withdraw from its contract with Supplier as provided by law.
- e. In the event of a delay caused by Supplier, and at Supplier's request, Purchaser is obligated to declare within five business days of written notice of whether Purchaser will withdraw from the contract due to the delay or continue with delivery.
- f. If shipping or delivery of the product(s) specified in the contract is delayed at Purchaser's request by more than 30 days after notification of Supplier's readiness to ship the product(s), Supplier may charge a storage fee starting at 0.5% of the price of delivered goods for each additional month, and may increase the fee to a maximum of 5% of the purchase price.

7. Transfer of risk

- a. Risk of loss or damage to the product(s) specified by the contract is transferred to the Purchaser for tangible or intangible products as follows:
 - In the case of delivery without installation or assembly, whether it has been brought to a designated shipping site or is picked up by the carrier. At the request and expense

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of Purchaser, the delivery is insured by the Supplier against the usual transport risks;

- On delivery with installation or assembly on the day of delivery to Purchaser.
- b. Except for Supplier's gross negligence or wilful misconduct, in the event of any delay caused by Purchaser in the shipment, delivery, commencement or completion of installation or integration of the delivered products into Purchaser's operations, including in the test run phase, all risks caused by the delay are the sole responsibility of Purchaser.

8. Installation and assembly

a. Unless otherwise expressly agreed to by Purchaser and Supplier, the following requirements apply to all installation and assembly of Supplier's products. Purchaser is obligated to undertake provisions of the following in a timely manner and at its own expense:

- All earthworks, construction work and other ancillary works outside of the given industry, including necessary specialists and auxiliary personnel, building materials and tools.
- The commodities and materials required for assembly and commissioning, such as scaffolding, hoists and other equipment, fuels and lubricants.
- Energy, fuel(s), water and other required supplies at the point of use, including connections, heating and lighting.
- At the installation site, Purchaser shall ensure that sufficiently large, suitable, dry and lockable rooms for storage of machine parts, equipment, materials, tools, etc. as well as work and recreation space adequate for the installation personnel, including appropriate sanitary facilities are present. In order to protect the property of Supplier and the installation personnel on site, Purchaser is obligated to provide the same or similar measures that it would undertake to protect its own property and personnel.
- Purchaser shall provide protective clothing and protective equipment required for special circumstances at the installation site. Prior to commencement of the performance of installation services, Purchaser must provide to Supplier and designated installation personnel without request all necessary information regarding the position of hidden lines (gas, water, power, etc.) and the pertinent structural data.

- b. Prior to commencing installation or assembly, the provisions and items required for commencing the work shall be at the installation or assembly site, and all preliminary work must have progressed so far, prior to the beginning of the setup, that the installation or mounting can be started according to the contract and be performed without interruption. Access routes to the installation or assembly station must be leveled and cleared.
- c. If installation, assembly or commissioning is delayed due to circumstances for which the Supplier is not responsible, the Purchaser shall bear the costs incurred during the idle period, as well as additional reasonable travel expenses of Supplier and/or installation personnel.
- d. On a weekly basis, Purchaser shall promptly certify to Supplier the working hours of the assembly personnel as well as a certificate of completion of installation, assembly or commissioning.
- e. After completion of delivery by Supplier, Purchaser must formally accept the delivery within 14 (fourteen) days. If Purchaser fails to formally accept the delivery within 14 (fourteen) days and the delivered product is used in production after the conclusion of a prior agreed upon test phase, the acceptance shall be considered approved.

9. Acceptance

Purchaser shall not refuse acceptance due to minor defects.

10. Warranty

Supplier warrants the products sold under these Terms to the Purchaser for 12 months against any defective parts. Supplier warrants all material and supplies shall be free from all defects in

material and workmanship in all respects and items furnished comply with all applicable specifications and requirements shown on the Purchase Order. Supplier warrants that the goods sold to Purchaser shall be new and of first quality and free and clear of any liens or claims by any other entity. Supplier also warrants that the goods shall conform to the specifications and descriptions of the Purchaser as contained in the Purchase Order, applicable industry standards and be merchantable and fit for the purpose intended. Supplier warrants that the goods sold shall be produced by Supplier and that no subcontractor was used in the manufacturing or process. Any warranty or limited warranty, express or implied, by Supplier shall be in addition to all rights and remedies of Purchaser under these Terms, the applicable UCC and the law. Purchaser's remedies shall be cumulative and not exclusive. For non-tubular products and non-raw materials, Supplier shall maintain, repair and keep in serviceable condition all goods sold under these Terms for the reasonable, useful lifetime for the goods.

11. Fulfillment Restrictions

- a. Purchaser and Supplier agree that any fulfillment of the contract between the parties is subject to, and shall be governed by, any restrictions, embargoes, and or sanctions placed upon trade by the Federal Republic of Germany, European Union, and/or the United States of America or their authorized agencies.
- b. Purchaser agrees that it shall be Purchaser's obligation to provide Supplier with all documents and/or information required for import, export, or shipment of Supplier's products and/or services.

12. Contract adjustment in the event of involuntary delivery failure

In the event of Supplier's involuntary failure to deliver the contractually agreed upon products and/or services, Purchaser agrees that any claim it may make against Supplier for damages arising from that delivery failure shall be limited to an amount not to exceed 10% of the value of the undelivered products and/or services.

13. Choice of law

Purchaser and Supplier agree that these general terms and conditions and all contracts between the parties are governed by German law.

14. Invalid terms

In the event that any portion of these general terms and conditions are determined to be invalid or to the extent they may conflict with any applicable laws or regulations, all other terms and conditions stated herein shall remain in full force and effect.